No. 34.

The Polynesian:

PUBLISHED WEEKLY AT HONOLULU. Hawaiian Islands.

Abraham Fornander, . . . Editor.

Business Cards.

WM. A. ALDRICH. BISHOP & CO., BANKERS.

mee in the East corner of 'Makee's Block,' on Kaabumanu street, Honolulu, braw Bills of Exchange on Messrs. Grinnell, Minturn & Co., New York; Henry A. Peirce, Esq., Boston; and Messrs. Morgan, Stone & Co., San Francisco.

Will receive deposits,
Discount first class business paper,
Attend to collecting, &c. &c. &c. WILCOX, RICHARDS & CO.,

Ship Chandlers, Commission Merchants, AND DEALERS IN General Merchandise, Honolutu, H. I. Keep constantly on hand a full supply of every description of merchandise required by whaleships and others. Money advanced at the lowest rates.

REFERENCES: WM. WILCOX,. WM. GIFFORD. FREDERICK PARKER, Esq., ... WM. PHILLIPS & SONS. San Francisco New London. WILLIAMS & HAVENS. C. A. WILLIAMS & Co.,

J. C. SPALDING, MPORTER & COMMISSION MERCHANT,

Honolulu, Oahn, Sandwich Islands. AGENT FOR Wm. Thwing & Co.'s Boston and Sandwich Is. Packets.

AGENT FOR NEPTUNE Ins. Co., Boston, | Equitable Safety Ins. Co., BOSTON Ins. Co., Bos., | Boston SALEM MARINE IDS, Co., Salem. By Store in Robinson & Co.'s Fire Proof Block.

THOMAS SPENCER, Ship Chandler and Commission Merchant HONOLULE, OAHE, S. I. shortest natice, on reasonable terms. Whalers' Bills

B. F. SNOW, DEALER IN GENERAL MERCHANDISE, Honolulu, Oahu, H. I.

W. A. ALDRICH, Importer & Dealer in General Merchandise, Honolulu, Onhu, S. I. island Produce bought and sold. Agent for the sale of the products of the Libue Plantation. 35-tf

Von HOLT & HEUCK, General Commission Merchants.

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Honolulu, Oahu, H. I. CASTLE & COOKE,

Importers & Wholesale and Retail Dealers in General Merchandise. Agents for Dr. Jayne's Medicines.

RITSON & HART, (Successors to HENRY ROBINSON,)

WHOLESALE WINE & SPIRIT DEALERS, Foot of Kaahumanu St.

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WINES and SPIRITS, ALE and PORTER Near the Post-Office, Honolulu.

GEORGE G. HOWE, Lumber Merchant, Lamber Yard Corner of Queen and Nunanu Sta on the Punchard Premises.

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Agents for the Aiko and Iwo Sugar Plantations, Hilo, Hawaii. KING STREET, HONOLULU.

T. MOSSMAN, JR. MOSSMAN & SON, Bakers, Grocers and Dealers in Dry Goods Nanann St. Honolula, Oahn, S. I. 35-tf.

C. H. LEWERS,

Lumber and Building Materials, Forest., Honolulu. 14-tf D. N. FLITNER,

Kaahumanu street.
Chronometers Rated by observations of the sun and stars with a transit instrument of the sun and CONTINUES his old business at the new store or stars with a transit instrument accurately adjusted to the meridian of Honolulu. Particular attention given to fine watch repairing. Sextant and Quadrant glasses silvered and adjusted. Charts and Nautical instruments constantly on hand and for

S. HOFFMEYER. COMMISSION MERCHANT.

Dealer in Ship Chandlery and General Mer-LAHAINA, MAUL, H 1

JAMES LOCKWOOD, MANUFACTURER AND DEALER IN

TIN, SHEET IRON & COPPER WARE KAAHUMANU STREET, HONOLULU, H. I.

amer Rakers, tin and copper pumps, bathing tubs, foot and shower baths, tin and zinc roofing, and a general assort-Tr Ship work executed with neatness and dispatch. 5 tf

ISAAC PERGUSON, Ship Carpenter and Caulker,

(NEAR CAPT. R. BROWN'S BLACKSMITH SHOP,)

Esplanade, Honolulu. All work entrusted to him will be performed in the cheapest and most satisfactory manner. Orders can be left at Messrs. Ingols & Stanley, Kaahumanu street. 5 tf

CHARLES W. VINCENT, CONTRACTOR AND BUILDER. THE UNDERSIGNED would inform his friends and the public, that he has removed his Carpenter Shop to the cmises on Fort street, opposite the store of C. Brewer 2nd, and would solicit that patronage heretofore so lib-

with promptness and dispatch. CHARLES W VINCENT W. FISCHER, Cabinet Maker and French Polisher, lotel street, opposite the Government House.

erally bestowed. All orders in the various branches of Building, Plans, Specifications and contracts attended to

Business Cards.

MELCHERS & CO .. Importers & Commission Merchants.

Agents for the Hamburg-Bremen Fire-Insurance Company.

Agents for the Pioneer Mills, San Francisco.

Agents for the sale of Asegut & Reinhart's Hawalian Salt Beef. G. C. MELCHERS, GUST. REINERS, BREMEN. HONOLULE.
Consulates of Russia, Prussia, Bremen and Lubeck.

MELCHERS & CO., AGENTS FOR THE 'PIONEER MILLS,'

SAN FRANCISCO. ARE REGULARLY RECEIVING BY every Packet, fresh supplies of PLOUR from the above celebrated Mills, and offer the same for sale at prices to suit the The Baker's Flour is particularly recommended to the Bakers, and the Superfine Flour to the Trade in general, while the Family Flour, for family use, is deemed unsurpassed by the best Eastern Flour.

[24 tf] MELCHERS & CO.

CHAS. BREWER, 2d.

C. BREWER & CO. Commission and Shipping Merchants., Honolulu, Oahu, H. I. -REFER TO-

James Hunnewell, Esq., Boston. Charles Brewen, Esq., Boston. Messes McRuer & Mennill, San Francisco. CHAS. WOLCOTT BEOOKS, ESQ., MESSES, WM. PUSTAU & Co., Hongkong, MESSES, PERLE, HUBBELL & Co., Manila.

DUDLEY C. BATES, COMMISSION MERCHANT, Merchant Street, Honolulu.

I have this day established myself in the Commission Business at Henolulu, and trust I shall be able to give entire satisfaction to any parties who may entrust their business to my Consignments from the other Islands and orders for the purchase of Merchandise, respectfully solicited. Honolulu, September 1, 1860.

JANION, GREEN & CO., Commission Merchants, Fire Proof Buildings, Queen Street,

HONOLULU, OAHU, S. 1. A. S. & M. S. GRINBAUM, IMPORTERS, AND WHOLESALE AND RETAIL DEALERS IN

Fashionable Clothing, Hats, Caps, Boots and Shoes, and every

Land Agent to His Majesty.

variety of Gentlemen's superior Furnishing Goods. Store on the corner of Fort and Merchant streets, Honolulu, Oahu. WM. WEBSTER,

Office in the King's Garden, Beritania Street HAWAIIAN FLOUR COMPANY.

A. P. EVERETT, Treasurer and Agent J. F. COLBURN, AUCTIONEER

Honolulu, Oahu, WILLIAM HUMPHREYS,

NOTARY PUBLIC. Office at the Court House, up stairs. N. L. INGOLS. R. H. STANLEY. INGOLS & STANLEY,

Accountants and Conveyancers, HONOLULU. N. B.—Averages adjusted, Protests extended, Legal Docum executed, with neatness and dispatch; Commercial Books opened and closed, and Custom House Brokerage done. Accounts made up and Collections faithfully attended to. [43]

Chas. F. Guillou, M. D., LATE SURGEON UNITED STATES NAVY

Late Consular Physician to American Scamen, AND GENERAL PRACTITIONER. OFFICE corner of Kaahumanu and Merchant streets Residence at Dr. Wood's mansion, Hotel street, 30 Office hours from 11 A. M. to 2 P. M., at other hours

nquire at his residence. E. HOFFMANN, Physician and Surgeon, Office in the New Drug Store, corner of Kaahumanu and

Queen sts., Makee & Anthon's Block. J. WORTH, AUCTION & COMMISSION MERCHANT, AND DEALER IN

GENERAL MERCHANDISE. By Ships supplied with recruits and Money advanced on Bills

HILO, Hawaii, July, 1860. ALLEN & BERRILL.

SUCCESSORS TO GEORGE W. MACY, Kawaihae, Hawaii. Will continue the General Merchandise and Shipping busi ness at the above port, where they are prepared to fur-nish the justly celebrated Kawaihae Potatoes, and such

recruits as are required by Whale Ships, at the shortest notice and on the most reasonable terms.

9 tf

WAIKAHALULU WATER LOTS.

THE UNDERSIGNED HAVING BEEN APPOINTED AGENT for the sale and lease of the WAIKAHALULU LOTSI begs to call the attention of Merchants, Ship Owners, Speculators and others to this finely situated tract of land which is now

offered in lots at reduced rates and on liberal and convenient Plans may be seen and all particulars learned by application to the undersigned at Robert C. Janion's Fire-proof Bull N. B.—Early application should be made for choice Lots Agent for the Sale of Waikahalulu Lots

Honolulu Oct. 9th, 1858. PORCELAIN. WHITE GRANITE AND

GLASS WARE! EX "FRANCES PALMER," from San Francisco-A well selected assortment of DINNER & TEA SETS, and a large variety of other articles. Also, an assort

ment of Cut Glass Ware G. F. PFLUGER, For sale at low prices, by Corner of Queen and Nunanu sts.

NOTICE. NOTICE IS hereby given that the Commissioners of Private Ways and Private Water Rights for this District, hold their Regular Sessions every Wednesday at 12 o'clock noon, at the Court House, office of the Police Magistrate, to hear and determine controversies relating to the

above named subjects. R. G. DAVIS. MAKALENA,

Honolulu, Oct. 5, 1860.

NOTICE!

A LL PERSONS Indebted to the Estate of John
H. Lord, deceased, are requested to settle immediately with
ither of the undersigned; and all persons having demands against the Estate will please present them without delay.

WM. B. WRIGHT,

RCHD. B. NEVILLE, Honolulu, July 27th, 1860. [15 tt] NOTICE. THE UNDERSIGNED has appointed Mr.

ing debts and accounts. Honolulu, May 14th, 1860 NOTICE.

Foreign Advertisements.

CHAS. W. BROOKS & Co., Shipping and

123 SANSOME St., Pronounced it to be the Saver of his Hair!

SAN FRANCISCO, CAL. Particular attention given to the purchase, shipment and sale of Merchandise, to forwarding and transhipment of goods,

and the negotiation of Exchange. EXCHANGE ON HONOLULU in sums to suit. ADVANCES MADE ON CONSIGNMENTS.

the chartering and sale of vessels, the supply-ing of whaleships,

-REFER TO-HENRY A. PETRCE, CHAS. BREWES,
THATER, BRIGHAM & FIELD,

J. C. MERRILL. MCRUER & MERRILL,

AUCTIONEERS!

AGENTS OF THE REGULAR DISPATCH LINE HONOLULU PACKETS

Particular attention paid to forwarding and transhipment of merchandise, sale of whalemen's bills, and other exchange, insurance of merchandise and specie under open policies, supplying whaleships, chartering ships, etc.

47 and 49 California-street, SAN FRANCISCO Cal.

Messrs. D. C. WATERMAN & Co., Honolulu. Capt. B. F. Snow. A. P. EVERETT, Esq., Messes, GILMAN & Co., .. Lahaina.

SANFORD'S LIVER INVIGORATOR,

IT is compounded entirely from Gums, and I has become an established fact, a Standard Medicine, known and approved by all that sorted to with confidence in its recommended.

It has cored thousands who had given up all lones must be described as in my a need of celeff, as the numerous possession show.

The dose must be adapted The dose must be adapted field. Fait string it, and us not many on the Howels.

Let the dicates of your use of the LAVER IN-will care Liver Comtracts, Dyspepsia, Summer Company, Sour Costiveness, Cholera Torbus, Cholera lence, Jaundice, ex, and may be used successfully as an Ordina-

ex, and may be used sucry Family Medilife A D A C H E, (as twenty minutes, if spoonfuls are takntiack.
At who use it are in is favor.

Female Weaknesscossfully as an Ordinacine, it will cure SiCK thousands can testify.) in two or three Teaen at commencement of giving their testimony

MIX WATER IN THE MOUTH WITH THE INVIGORATOR, AND SWALLOW BOTH TOGETHER. Price One Dollar per Bottle.

SANFORD'S FAMILY CATHARTIC PILLS,

COMPOUNDED FROM Pure Vegetable Extracts, and put up in GLAS CASES, Air Tight, and will keep

CLAS CASES, Air Tight, and will keep in any climate.

The Family Catte but make Cathartic used in his practice more. The construity increasing havelong used the PHLLs all express in regard to their them within the reach of all. The Fruitession well know on different portions of the heart compounded from a table Extracts, which act alimentary canal, and are es where a Cathartic is rangements of the ness, Pains in the Costiveness, Pains in the Whole body, frequently, if neglected, ver. Loss of Appearant of the body, Restless-weight in the head, Diseases, Worms in Rheumatism, a great which the proprietor has than twenty years.

In the Family Cathartic profits and the satisfaction which the proprietor has than twenty years.

In the Pridession well know on different portions of the bowels.

The Family Cathartic profits and the satisfaction which the proprietor has than twenty years.

In the Pridession well know on different portions of the bowels.

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In the profits and the satisfaction which the proprietor has than twenty years.

In the body of the profits and the satisfaction which use, has induced me to place that different Cathartics act bowels.

Stomach as Cathartic profits and the satisfaction which the profits and the satisfaction which the profits and the satisfaction which us

ment. Dose, I to 3.

PRICE THREE DIMES.

The Liver Invigorator and Family Cathartic Pitls are retailed by Prugists generally, and sold wholesale by the Trade in all the large towns.

S. T. W. SANFORD, M. D., Manufacturer and Proprietor, Broadway, New York.

. Sold by the Druggists everywhere, and by PARK & WHITE, Sole Agents for the Pacific Coast, 132 Washington Street, San

MONGANUI! Wm. BUTLER,

GENERAL MERCHANT, CUSTOM HOUSE AGENT. Monganui, New Zealand, HAS MADE arrangements to keep constantly on hand a large and well selected stock of salt provisions, bread, flour, ship chandlery, groceries, clothing, and everything required for a complete outfit. FRESH SUPPLIES, POTATOES, FIREWOOD,

Shortest Notice! Monganui lies in the Southeast part of Lauristan or Doubtless Bay, and is in Lat. 35 ? 66' S., Lon. 173 ? 38' E. 36 tf

All furnished on the

MESSRS. C. A. FLETCHER & CO. GRENNAN & CRANNEY, COMMISSION MERCHANTS

AND GENERAL AGENTS HARODADI, JAPAN,

BEG TO INFORM OWNERS AND MASTERS OF SHIPS about to visit the port of Hakodadi, that they are prepared to take Consignments and do business on the usual terms. By arrangements with Home Insurance Offices, Messra, FLETCHER & CO, can take risks on Oil, or other shipments of Hakodadi, Yesso, Japan, 4th July, 1859.

THE UNDERSIGNED will pay no debts contracted in his name, after this date, unless by his written order 15 ly JAMES DAWSON.

STORAGE, FOR 400 TO 500 TONS HEAVY OR light goods, on the premases of the undersigned.

B. F. SNOW

Foreign Advertisements.

HONOLULU, DECEMBER 22, 1860

BOGLE'S HYPERION FLUID! For Restoring, Preserving and Adorning

THE HAIR! THE GREAT PRESERVATIVE OF THE AGE! No HOME in the Tropies should be without Bo-

Prof. Anderson, in 1855,

ROYAL LYCKEM THEATER, STRAND, LONDON, 1 Saturday, Aug. 25th. . 255. It affords me very great pleasure to bear witness to the sur-prising efficacy of "Bogle's Hyperion Fluid." I had occasion to resort to it after losing so much of my hair as to be almost bald, owing to the influence of the climate, during my tour in the United States. Various much vaunted Hair Restoratives which I had already tried having entirely failed, I was advised to test the value of Mr. Bogle's preparation. I used it dili-gently for some time, when to my great gratification my) air assumed more than its former luxuriance. Hence I can—both from my own experience and that of my friends to whom I have recommended its use-most confidently advise the use of " Hyperion Fluid" to all who need the use of that which shall restore, nourish, and beautify their hair. For these pur poses, I am certain that it is unsurpassed and unsurpassable JOHN HENRY ANDERS ON,

" Great Wizard of the North," To the Public of Honolulu.

The Agent of Bogle's Hyperion Fluid having called on me when I arrived here, I was delighted to find my old friend had preceded me (I mean Begle's Fluid.) My hair was falling off in thousands per day; a short interview with my friend has stoped the fall; a few smart rubbing operations, performed by "VOELKER," has made every hair as tast as the Hawaiian on my Magic Chair. I. in 1859, in Honolulu, recommend it to the world as the Great Hair Preserver. to the world as the Great Hair Preserver. JOHN HENRY ANDERSON, "Wigard."

Perfumer, Fort street, Honolulu. BEST HAIR DYE

VOELKER.

Agent for the sale of Bogles Fluid

In the World! THIS IS RATHER STRONG language, procen to be so by the judges at the late Mechanics' Fair, held in Boston (among whom was Dr. Hayes, the eminent chemist and State Assayer), who awarded it the Prize Medal and Diploma, Over the choicest hair dyes on exhibition from all parts of the United States, of the Union. Its unparalleled superiority consists in, lst,
The ingredients are nourishing to the hair, not destructive, suls and subjects of France belongs by parity to the as others are. 2d, Does not burt or stain the skin. 3d, is easily applied, and dyes the hair any color required, from a delicate brown to a deep black, so natural as to appear marvellous. Manufactured, sold and applied by WM. BUGLE, 202 Washington street, Boston, and may be had of Druggists



MRS. WINSLOW,

An experienced Nurse and Female Physician, presents to the atten-tion of mothers, her SOOTHING SYRUP, FOR CHILDREN TEETHING,

which greatly facilitates the process of teething, by softening the gums, reducing all inflammation—will allay ALL PAIN and spannedic action, SURE TO REGULATE THE BOWELS.

Depend open it, mothers, it will give rest to yourselves, and RELIEF AND HEALTH TO YOUR INFANTS. We have put up and sold this article for over ten years, and CAN SAY, IN CONFIDENCE AND TRUTH of it what we never have been able to my of any other medicine, NEVER HAS IT FAILED, IN A SINGLE INSTANCE, TO EFFECT A CURE, when timely used. Never did we know an instance of disantisfaction by any one who used it. On the contrary, all are delighted with its operations, and speak in terms of commendation of its magical effects and medical virtues. We speak in this moster "WHAT WE DO KNOW," after ten years! experience, AND PLEDGE OUR REPUTATION FOR THE FUL-FILLMENT OF WHAT WE HERE DECLARE. In almost every instance where the infant is suffering from pain and exhaustion, relief will be found in fifteen or twenty minutes after the syrup is administered.

This valuable preparation is the prescription of one of the most EX-PERIENCED and SKILLFUL NURSES in New England, and has been

used with NEVER FAILING SUCCESS in THOUSANDS OF CASES. It not only relieves the child from pain, but invigorates the stomach and bowels, corrects acidity, and gives tone and energy to the whole system. It will almost instantly relieve GRIPING IN THE BOWELS, AND WIND COLIC, and overcome convulsions, which, if not speedily remedied, end in death. We believe it the BEST AND SUREST RE-MEDY IN THE WORLD, in all cases of DYSENTERY AND DIAR-RHEAIN CHILDREN, whether it arises from teething, or from any other came. We would say to every mother who has a child suffering from any of the foregoing complaints—DO NOT LET YOUR PRE-JUDICES, NOR THE PREJUDICES OF OTHERS, stand between you and your suffering child, and the relief that will be SURE—yes
ARSOLUTELY SURE—to follow the use of this medicine, if timely used. Full directions for using will accompany each bottle. None genuine unless the fac-timile of CURTIS & PERKINS, New York, is

on the outside wrapper. Sold by Druggists throughout the world.

Principal Office, 13 Cedar Street, N. Y.

PARK & WHITE, SOLE AGENTS FOR THE PACIFIC COAST,

132 Washington Street, San Francisco, Cal. NOTICE TO MASTERS & OWNERS OF WHALESHIPS!



THE UNDERSIGNED beg leave to announce to Masters of Whaleships, and the public in general, that they have succeeded it leasing from the French Government at Tabiti-the RAILWAY AND HEAVING DOWN PREMISES, including Storehouses, etc., etc., and are now prepared to execute repairs with despatch and the lower rates than at any other port in the Pacific.

22 ly*

OWEN & GOODING, Shipwrights.

KANAGAWA, JAPAN! case governed by general maritime law in which the

JOHN ALLMAND, Jr., & Co. Have established themselves in Japan, for the Have established themselves in Japan, for the purpose of carrying on a General Commission Business. They have established a Line of Packets between San Francisco and Kanagawa, touching at Honolulu on their way The bark ROVER, the pioneer of the line, will leave San Francisco about the 1st of April for Kanagawa.

WM. T. COLEMAN & Co.,.....San Francisco.

J. B. PAINTER, (LATE O'MEARA & PAINTER,)

Type, Presses, Printing Mat'al, Paper, Cards And Printer's Stock generally, 132 Clay street, near Sansome, SAN FRANCISCO. WM. FAULKNER & SON,

131 SANSOME ST., SAN FRANCISCO,

GENT FOR JAMES CONNER & SONS, U. S. A Type Foundry, and Dealers in all kinds of Printing Materials.

Printers will find it to their advantage to call on us beore purchasing.

CAMAÑO ISLAND, Puget Sound, Washington Territory. MANUPACTURERS and Shippers of Masts, Vards and Spars, of all sizes, Piles, Square Timber, and Sawn Lumber, of all dimensions. Are prepared

MISSION MERCHANT, Boston, U. S. Refer to R. W. Wood and C. BREWER 20. Playing Cards! FRENCH PLAYING CARDS!

CHARLES BREWER.

ELIAS YOUNG VS. WILLIAM PHILLIPS.

question of jurisdiction, as follows: of the Justices of this Court ; the first being a libel in

bel in rem against the ship Arctic, for wages. with France, and the 10th Article of the Treaty with the United States of America. The Justice overruled the motion, holding that the Court does possess, and

Before the case came up for argument on the appeal the Consul of the United States for Honolulu filed a

The Consul's protest means, then, in few words, that under the general maritime law, as usually administered, the Court ought not to exercise jurisdiction in this case, without his consent; and that in view of the 21st Article of the Treaty with France, we cannot exercise

jurisdiction without such consent, which is refused. In examining and deciding upon the question which is thus raised, we must take the case as presented by the allegations of the libel, no answer having been put in by the respondent, nor evidence given before the Court. We note this position because, while the libel may show a prima facie case for our jurisdiction, the evidence might subsequently show that the case is in fact one in which we ought to decline, or do not possess, jurisdic-

The libellant alleges that in the spring of 1859 he shipped at Honolulu on board of the Arctic, as ship's carpenter, for one whaling season to the North, and to be discharged at Honolulu at the end of the season; a manner dangerous to himself or others ; that the reparts of the Island; that he was unacquainted with the is not a place of frequent resort for vessels, and that he was obliged to remain there for about a year, during which time he suffered great hardship.

We will first examine the proposition that the Court cannot, in view of Treaty stipulations, entertain this suit without the consent of the Consol of the United States, because if that position is sound the libel must be dismissed. The 21st Article of the Treaty with France reads as follows: " In everything that concerns the police of the port, the lading and discharging of vessels, the safety of merchandise, property and goods, the subjects of the two countries shall be respectively subject to the laws and statutes of the territory. Nevertheless the respective Consuls shall be exclusively charged with the internal order on board of the merchant vessels of their nation, and shall alone take cognizance of all the crimes, misdemeanors, and other matters of difference in relation to said internal order, which many crew, provided the contending parties be exclusively French or Hawaiian subjects, and the local authorities shall not be allowed therein to interfere, unless by the approval or consent of the Consuls, or in cases where the public peace and tranquility are disturbed and en-

ty, by assenting to the provisions of this Article, limited the exercise of the jurisdiction possessed by his Courts of Justice at the time the Treaty was ratified? We say limited, because this Article of the Treaty has not in fact either augmented or diminished the jurisdiction which our Courts might have rightfully exercised previous to its adoption, but has simply made the exercise of jurisdiction in certain cases, to depend upon the approval or consent of the Consul, if there is one here, or upon the occurrence of a case which disturbs and endangers the public peace. It is equally true, then, in any case where our right to take jurisdiction is affected by the provisions of this Article, as it would be in any case governed by general maritime law in which the approval of the foreign Consul does not confer jurisdiction, but simply invokes, or assents to, the exercise of the jurisdiction which is inherent in our Courts. (The Golubchick, 1 W. Rob. 143.) That this is true, is proved by the provision of the Treaty itself, which guarantees the right of the local authorities to interfere in cases of disturbance of the public peace, without the Con-

sul's consent. At the time of the ratification of the Treaty with France, the jurisdiction possessed by this Court, as a Court of Admiralty, extended "to all cases of Admiralty and maritime jurisdiction," (Constitution, Article 84) and the jurisdiction of our Courts generally extended, like that of other independent States, to all persons and property for the time being within the territorial limits of the Kingdom, whether ashore or affoat, with the exceptions made by the law of nations. Our criminal jurisdiction to try and punish for offences being co-extensive with our right of penal legislation, embraced the power to punish all crimes and misdemeanors committed within the Kingdom, whether on board of ships or on shore, and on board of Hawaiian vessels on the high seas. And our civil jurisdiction extended to all suits against parties whose persons or property were found here, wheresoever the cause of action might have arisen; the exercise of jurisdiction in civil

by the 21st Article of the Treaty with France? The application of our territorial laws, both criminal and lives! civil, to foreign ships and subjects, being within Hawalian ports, and of course the right to enforce those laws by our own Courts and our own modes of trial, is still clearly preserved "in everything that concerns the police of the port, the lading and discharging of vessels, the safety of merchandise, property and goods." This, no doubt, includes quarantine laws, harbor regulations, to furnish cargoes at short notice, deliverable at their Steam
Saw Mill, or at San Francisco. For terms, apply as above, or
in San Francisco, to
SAMUEL PRICE & CO,
perty. But the right of the local tribunal to the property. But the right of the local tribunal to the prothe territorial laws in cases of " crimes, misdemeanors and other matters of difference in relation to the internat order on board of the foreign ship, which may supervene between the master, the officers, and the crew, provided the contending parties be exclusively" subjects of the nation whose flag the ship carries, is made dependent upon the approval or consent of the Consul, or the disturbance of the public peace. The whole Arti-cle, as we understand the fair import of its language, too late."

The Polynesian.

SUPREME COURT, .-- In Admiralty.

JUSTICE ROBERTSON delivered the decision on the Elias Young filed two libels in Admiralty, before one

personam, against William Phillips, master of the whaleship Arctic, in a cause of damage; and the other, a limiss the libels on the ground that the Court has no jurisdiction over either case, without the approval or con-

Counsel for the respondent moved the Court to dissent of the Consul of the United States at this port, by reason of the provisions of the 21st Article of the Treaty may exercise jurisdiction in suits like the present. Whereupon an appeal was taken to the full Court.

protest against the Court proceeding in the cause, which protest it was understood should be held applicable to the suit in personam, as if it should be overruled in that case, it could not prevail in the other. The substance of the protest may be comprehended in two grounds of objection, viz : firstly, that the ship Arctic is an Amer-Courts of Admiralty, in cases of this kind and under similar circumstances, to entertain jurisdiction without the consent of the representative of the country to which the parties belong, which in this case is expressly refused : Secondly, that by the 21st Article of the recent Treaty with France, it is provided that Consuls shall have the exclusive charge of the internal order on board of the merchant vessels of their nations, and they are alone authorized to take cognizance of all crimes, misdemeanors, and other matters of difference which may supervene in relation to said internal order, and suls and subjects of France belongs by parity to the

that a short time after sailing from Honolulu, being at the Island of Saypan, one of the Ladrone Islands, the respondent obliged him to leave the ship and go on shore, the libellant being at the time unwell, but not in spondent caused him to be placed on shore without clothes other than those at the time upon his person, although he had a sufficiency of clothes on board of the ship, which he was not allowed to take away; that he was purposely landed at a distance from the inhabited manners or language of the inhabitants; that Saypan

supervene between the master, the officers, and the

dangered. Now, the question is, to what extent has His Majes-

suits purely between foreigners being discretionary, and not compulsory unless made so by Treaty. How far, then, has this jurisdiction become affected

is primarily, at least, of local application, being operative generally in regard to matters arising between the officers and crew of the foreign ship, while within the Kingdom. The criminal jurisdiction of our Courts never did, either before or since the adoption of the Treaty, extend to the trial of parties for crimes or misdemeanors committed on board of foreign ships upon the high seas, because our penal laws do not cover them (except in case of piracy). The Tresty, therefore, does not apply to those cases. But previous to the adoption of the Treaty, our criminal jurisdiction extended to the punishment of all crimes and misdemeanors committed on board of foreign merchant vessels while being in Hawaiian waters. To this branch of jurisdiction the Treaty does apply, by rendering its exercise dependent on the Consul's consent, or the existence of particular circumstances. But the language of the Treaty includes " matters of difference" between the master, officers and crew, in relation to the internal order of the ship, giving the Article a more extended application. Matters of difference must include matters of civil controversy. Previous to the adoption of the Treaty, our Courts were in the habit of taking cognizance of civil controversies between foreigners, arriving here, whether arising ex contracut or ex delicto, at sea or on shore. The exercise of this branch of jurisdiction is unquestionably affected, to some extent, by the Treaty. We conceive that our Courts cannot now take cognizance of any civil suit arising out of a controversy supervening between the master, officers and crew of a foreign ship, in relation to the internal order, on the high seas or in our own waters, if the contending parties are exclusively of the vessel's nationality, without the consent of the Consul, if there be one here. But we conceive that in order to give the Consul cognizance of the controversy, or to render it necessary to have his consent to the Court's taking cognizance of it, both the contending parties must still be attached to the vessel. If the complaining party has been discharged from the ship, or if he has been wrongfully forced to leave her, having a just cause of action for any wrong done to him while attached to the ship, or for wages due and unpaid, he may maintain a suit for the same in our Courts, if they are willing to entertain it, unless he has bound himself

by his contract of shipment to resort to no tribunals but those of the home forum. The present case is unlike the recent cases of Enos vs. Sowle and Vieira vs. Sowle, in this respect, that there the libellants were not American citizens, but here both the libellant and respondent are American citizens, which gives a degree of weight to the protest of the Consul in the present case. But if our view of the 21st Article of the Treaty with France is sound, the sameness of nationality in the contending parties is not of itself sufficient to sustain the protest, if either of the other concomitants prescribed by the Treaty is wanting. So far as the case is presented by the libel, it does not appear that the cause of action arose out of matters per-

aining to the internal order of the ship; and it is alleged that the libellant was wrongfully compelled to quit the vessel, thereby terminating his relation to her. It was argued by counsel for the libellant, and there is great weight in the argument, that he is here now in the attitude of an American citizen, not attached to any ship, claiming to have a right of civil action against the respondent, who was also here when the suit was commenced; and that under the provisions of the Treat, between this Kingdom and the United States, the libellant has the same right to seek redress in the Courts of

this country, as if he were a Hawaiian subject. As the case appears at present, we do not think we are precluded from entertaining it, by the 21st Article of the Treaty with France; and we will now consider whether or not we ought to entertain it without the consent of the Consul, under the circumstances of the case, and without reference to the Treaty. That rests, as has repeatedly been held in this Court before, in the sound discretion of the Court. That this Court, in common with Admiralty Courts in the United States and Great Britain, may exercise jurisdiction in cases like the present, we think is clear; and on this point we will simply refer to the numerous adjudged cases and the authorities, cited in the recent suit of Enos vs. Sowle, (reported in the Polynesian) and to the judg-ment of the late Chief Justice LEE, in the case of Williams vs. Lawrence et. als., Hawaiian Reports, p. 295, a case much in point in the present instance.

It appears that Young made his contract for service on the Arctic at Honolulo, for one cruise only, and to be discharged at Honolulu when the season closed. His contract with the ship had its inception here, and was to have terminated here, not in the United States, where the ship is owned. The arrival of the ship at Honolulu was to terminate the voyage, so far as he was concerned. Honolulu became to him the home port. But, unfortunately, Honolulu is not the home port of the ship; that is on the Atlantic coast of the United States, and the time when the ship will arrive there is wholly uncertain. From the fact that a whaling voyage from thence lasts several years, during which the ships often employ fresh hands at our ports, from season to season, one voyage becomes in fact a series of voyages, the end of each season being in effect to those who engaged for that season, the end of the voyage, when they are entitled to a settlement and the payment of any claims they may have against the ship or master. Such being the ase, it follows that the Court of Admiralty here must either in many cases assume to exercise its jurisdiction in suits between foreigners, or turn complaining parties away, with the knowledge that their claims, nowever just they may be, will never be heard by a Court of justice. The Court of Admiralty here has, for the last fourteen years, frequently exercised this jurisdiction, in the interests of commerce and humanity, and, until within a few weeks past, no protest igainst its doing so has ever, we believe, been placed on its files by any foreign Consul resident here.

The libellant in this case is, we understand, resident here; he is so poor that the Court allowed him to institute his suit without giving security for costs apon his own juratory caution. If the allegations of is libel are true, he has followed the respondent from the Ladrone Islands to this Kingdom to seek redress; and now to refuse to entertain his complaint and tell him he must resume his pursuit of the ship until he finds her in New Bedford, would, to say the east, be extremely hard, and not consonant with

The protest is, therefore, overruled, and the cause

emanded for hearing by the Justice before whom the

ibel was originally filed; and the libel in rem against

the ship, will follow the same course.

Honolulu, December 17th, 1860.

ustice or equity.

Mr. Harris for the Libellant. Mr. Bates for the Respondent. PRE-OBITUARY PIGEON-HOLES .- As soon as a man begins to be peculiar or distinguished enough to be a probable subject of obituary—whenever he may happen to die—the London Times gives him a special pigeon-hole, wherein is kept a record of all his deeds, sayings, incidents of his life, etc. Here is gathered the chronicle of his existence, produced with such wonderful pomptneess and particularity, on the very next morning after the death of any celebrated man. To some minds, suggests Willis, in the last Home Journal, this might perhaps be an annovance; but so eager are most men to have it probable that they will be heard of after death, that we doubt not, the occupancy of a pigeon-hole might casily be made a matter of rent. The kowledge of

this fact, adds N. P. Willis—like the keeping in mind of the "recording angel"—may make some men more careful of the piegon-hole-iness of their ENRAGED PARENT .- "You comes here you wagabone! Vere you peen, ch! Oh, mein Gets! you schmels vorse dan von schunk; now I vips you mit ter proom, and if you runs avay agin I puts you in der papers, and den you're ruint."

A tar who had been boasting of the numerous foreign places he had seen was asked if he had ever seen Louisiana. "No," says Jack, "what country does she live in?"

An Irishman was once indulging in the very intellectual occupation of sucking eggs raw, and reading a newspaper. By some mischance he contrived to bolt a live chicken. The poor bird chirruped as it went down his throat, and he very politely observed, "Be the powers, me friend, you spoke a little